



Lease Agreement

LESSOR HEREBY LEASES TO LESSEE(S) THE PREMISES KNOWN AND DESCRIBED AS: Apartment ___ at The Hickory Street Apartments 513 N. Hickory Champaign, IL 61820. This is a new lease. LEASE BEGINNING at noon on August 1, 2009. LEASE ENDING at noon on July 31st, 2010. MONTHLY RENT \$ _____. DATE DUE first day of each month and is considered paid late after the 5th of the month. Total monthly rental obligation of this contract is \$ _____. This lease is four pages in length.

Landlord (Lessor) : J2M2, LLC
Tenants (Lessee) :
Your regular monthly rent is : \$ _____
Your damage deposit is: : \$ _____

IT IS AGREED AS FOLLOWS:

- 1. Definitions-
a. Landlord may also be known as the lessor. The landlord is that individual(s) who has legal control over the property and the right to lease the property. The name(s) is listed above.
b. Tenant may also be known as the lessee. The tenant is that individual(s) who has signed this lease. Their name(s) is listed above.
2. Routine maintenance requests should be made to the office 217 – 352 – 3498.
3. The Hickory Street Apartments is conceived of as a green, energy efficient, quiet living experience for the urbane and discriminating tenant.

SPECIFIC TERMS The specific terms of this lease are designed to more clearly lay out the duties and rights of both the landlord and the tenant.

1: The landlord will deliver the apartment in good clean condition, and free of insect Infestation or rodents on the beginning date of the Lease and tenant will return the apartment in the same condition. All carpeting, unless new, will be professionally steam cleaned prior to tenant occupancy. Tenants have examined the apartment, know the condition thereof, and acknowledge receipt of the same in good condition and repair. A detailed inspection form will be provided to the tenant. This should be fully completed prior to moving furniture in and returned to the landlord within twenty-four hours of taking possession. The tenant should keep a photocopy of this form with their lease.

2: While occupying the apartment the tenant shall immediately report any damage to the apartment to the landlord. Damage means, but is not limited to, such things as dents or holes in the wall, stains in the carpet, gouges in the flooring, torn screens or broken windows, broken knobs on doors, loose towel bars. Any damage to the property must be reported to the landlord within one day of it occurring. Failure to promptly report damage is good cause for eviction.

3: The tenant shall promptly report all items that require maintenance to the landlord. It is the landlord's responsibility to respond promptly to the problem. He shall make the repairs or provide the tenant with a timetable as to when the repairs shall be made. If the tenant has caused the problem, the landlord may at his discretion delay repairs until the time when the tenant is able and ready to pay for the repairs. This in no way restricts or delays the landlord's right to proceed with eviction under other sections of this lease.

4: On the first floor on site garbage and recycling options in specifically designated areas are provided as part of the lease. We trust that tenants will not misuse the recycling options. Further excess waste generated during moves is the tenant's responsibility to have hauled.

5: The building is secured and is intended to remain so at all times. Tenants are required to never prop open either of the two main entry doors or their own front apartment door. When moving items in or out please post someone at the doors rather than leaving them open.

6: A bicycle rack is provided outside the main entrance. Any non-functioning bicycle left in or around the racks shall be removed and disposed of at owner's expense. No motorized scooters etc. are permitted in this area.

7: The common entrances, stairwells and hallway shall always be free of any personal items. We do not explicitly ban tobacco use inside of individual apartments but smoking is explicitly banned in all of the common areas of the building. The common areas will be cleaned by the landlord once a week.

8: At the beginning of the tenancy all light fixtures shall have working light bulbs. All units are equipped with energy saving bulbs. Some lights in individual units may be too high (above 10') for tenants to reach. In these cases upon notice landlord will schedule the changing of bulbs. These take a short period of time to warm up and become fully bright. Tenants may not remove functioning energy saving bulbs and replace them with incandescent bulbs.

9: Because of the bamboo floors, prior to installing a real Christmas tree in your apartment please contact the office to discuss any special requirements.

10: The apartment shall be occupied only by the tenant and person(s) listed above on the lease. The purpose for listing the immediate foregoing individuals is to specifically name those who may stay in the house longer than six nights per month. No one except those listed above shall stay in the house over night more than six nights per month. Further, the total of all over night stays of all visitors in any one-month shall not exceed six nights without landlord approval.

11: The tenant will pay any repairs required due to damage caused by the tenant at the time of repair. Failure to promptly pay for such repairs is good cause for eviction. The landlord will make maintenance repairs as soon as reasonably possible. Any plumbing repairs caused by any articles flushed down the toilet or put down the drain will be paid for at the time of repair by the tenant. These articles include, but are not limited to, paper towels, food products, feminine sanitary products, tampon applicators (even those that state they are flushable), and excessive toilet paper.

12: Tenant shall provide all telephones. Tenants may not run new inside wiring for telephones without prior permission from the landlord. If the tenant engages a satellite television or internet provider the tenant is responsible for both the installation and removal of the dish. Dishes may only be installed on landlord provided roof top rack.

13: The landlord and his agents have the right of free access with prior notice or prior tenant permission at reasonable times (typically 9 a.m. – 5 p.m. Monday through Friday) for inspections, maintenance, pest control, or the showing of the apartment. If upon notification that is time to renew the lease the tenant is either not ready to renew or affirms that they are not going to renew the landlord then has the right to show the unit at reasonable hours with a prior notice of two hours to the tenant before the showing. Notification will be in writing and will not be before January 15th of the current lease period. Tenant shall have fourteen days to respond in the affirmation in writing

14: The tenant shall immediately report to the landlord any problems with the furnace or hot water heater. Failure to do so shall be good cause for immediate eviction.

15: In the event the apartment is rendered untenantable due to fire or other accidents, the landlord may at his discretion terminate the lease, repair the unit within ninety (90) days, or offer an equal substitute. If the landlord should elect to terminate the lease any rents that may have been already paid for days beyond the date of termination, if the damage is not the fault of the tenants, shall be rebated to the tenant. This shall be done on a per diem from the date of election. If the landlord makes the election to terminate he must notify the lessees in writing.

16: The tenant shall observe such reasonable rules as required by the landlord which he deems necessary for properly and orderly care of the apartment. Any such rules, that may from time to time be established, shall be dated and given to the tenant in writing. These rules shall become part of this lease and are covered by the language of this lease.

17: No items shall be left in the front foyer, stairwells or common hallway. No fire doors shall be braced or propped open. Fire doors are doors opening into stairwells and apartment entry doors. Locked security doors at both entrances shall never be blocked open. They are security doors for all tenants' protection.

18: All animals, whether pets of the tenants or the property of guests are strictly banned from the property. Lessee agrees not to keep pets in or about the leased premises without the advance written permission of the lessor. Lessee understands that the prohibition of pets also applies to pets of lessee's guests or visitors. If lessor finds a pet on the premises, lessee hereby agrees to pay a fine of \$100.00 dollars as liquidated damages, and an additional fine of \$25.00 dollars for each additional day the pet remains on the premises. This fine shall be applied in all cases, even those where tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of lessee. If the pet remains on the premises for a period of two days or more from the date it is first observed by lessor, then lessee's rights to possession shall terminate and lessee shall vacate the premises immediately and pay all sums due hereunder including rent and penalties for the balance of the term of this lease

19: The tenant agrees to make no alterations, additions, or repairs to the premises without prior written consent of the landlord. No stick-on items should be applied to the walls or ceilings. Only picture hangers with nails may be used to hang items on walls.

20: The tenant will pay a late charge anytime the entire rent is not received by the landlord by the fifth day of each month, holidays and weekends included. On the sixth day of the month, a fifty dollar (\$50.00) late charge will be due immediately. This charge is specifically to cover the additional management costs required. Rent for any partial month will be due prorated by day. Rent for any partial days will be charged at the full daily rate. Rent may not be paid in cash. Tenant's check or money order receipt shall be their receipt for proof of payment. Rent shall be paid in the onside drop box provided.

21: Lessee's liability is not limited to the amount of the security deposit. Any balance of lessee's security deposit remaining due to lessee shall be returned to lessee's last known address within thirty (30) days after the termination of this lease. Lessee agrees that they are responsible for all damages to the property while the property is in their control when this damage is not covered by the landlord's insurance.

22: Tenant may be released from this Agreement, if approved by the landlord, by paying to the landlord a one hundred fifty dollar (\$150.00) fee upon notification of move out date and providing to the landlord an acceptable new tenant approved by the landlord; however the tenant of this contract still remains liable for the rent, utilities, damages, cleaning costs, and reasonable attorney fees of this lease until released in writing. The new tenant must sign a new lease for the remainder of the term. If the tenant requests J2M2, LLC to search for a new sub-lessee then the \$150.00 is replaced by the actual cost of this effort. Even if J2M2, LLC is unsuccessful in finding a sub-lessee the tenant is responsible for the actual costs.

23: Any rent check returned by the bank due to insufficient funds will be charged a twenty-five dollar (\$25.00) fee payable at the time the check is redeemed.

24: All tenants liable to the landlord for payment of rent or performance under the terms and conditions of this lease will be jointly and severally liable for the full amount of payment or performance under this lease.

25: The obligation of tenant to pay rent as provided for in this lease during its full term, or any extension hereof, or any hold over tenancy, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, demand for possession, notice that the tenancy hereby created will be terminated on a specified date, the institution of any action for forcible entry and retainer or ejection or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of tenant's right to possession of the demised premises.

26: Any holdover by lessee shall result in the creation of a month to month tenancy with double rent per month calculated on a per diem basis payable as per provided for in this lease. This immediate foregoing in no way should be construed as granting of extension to the lease. Its sole purpose is to establish price if, in violation of the lease, a tenant holds over a lease ending date.

27: The tenant shall provide sufficient heat at all times to prevent the freezing of water pipes on the premises. The tenant shall maintain water, gas and electric service in their name in good standing during the full term of the lease period.

28: Lessee should procure renter's insurance on personal property belonging to the lessee. Lessor is not liable for loss or damage to personal property belonging to lessee.

29: There shall be in the unit and provided by the landlord is a stack washer/dryer, range, dishwasher and refrigerator. These are for the exclusive use of the tenants and shall not be used by others. Repairs to these appliances resulting from normal wear shall be the landlord's responsibility. Damage caused by the tenant shall be charged against the tenant.

30: Lessee may not add window treatments on any windows where there are none without the prior approval of J2M2, LLC

31: The rental application is made a part of this lease. Any falsification on this application is good cause for eviction.

32: Any property left by the tenant upon vacating the condo shall be deemed abandoned and may be disposed of by the landlord. The tenant agrees that any costs incurred by the landlord in this disposal are theirs to pay.

33: Should the tenant abandon the apartment during the term of this lease the landlord has the right and option to take immediate possession thereof for the remainder of the term and at the landlord's discretion, remove and all property, release the apartment for such rent and under such terms as the landlord may see necessary and apply the proceeds to the balance of rent due. The tenant still remains liable for any unpaid balance of rent and for damages to the condo and for all hauling labor and landfill tipping fee charges and all reasonable fees required to collect money due.

34: The failure of the tenant to perform the foregoing covenants, or any one of them, shall constitute a breach of this lease and represents a good cause for eviction, and landlord may, under due process of law, evict tenant from said leased premises and may pursue any other remedy either at law or in equity.

35: In the event of default, lessee agrees to pay Court costs and attorney's fees incurred by lessor in enforcing the terms of this lease as well as in collecting damages, cleaning, and repair costs.

36: Tenant shall use furniture coasters with either a padded or smooth flat bottom under the legs of all furniture.

37: Apartments shall not be routinely treated for insect or rodent infestation. Once a tenant reports a problem in their unit all other tenants shall be contacted. If no one else reports a problem then the single unit shall be treated and the cost for the treatment shall be the responsibility of the tenant to pay. If several units are infested then in coordination with all tenants a full building treatment will be scheduled and will be the landlord's to pay.

38: At the end of the lease and just prior to the termination of tenancy the tenant is response for having the carpet professionally steam cleaned or engaging the landlord to have this done for them. Using the tenant's photocopied inspection form the tenant should again inspect all items. Differences other than normal wear and tear shall be charged against the tenant's damage deposit. Smokers should be aware that the smell of tobacco in the unit shall not be considered normal wear and tear and the removal of such orders shall be charged against the tenant's damage deposit.

39: Tenant's Certification. Tenants certify that they have read the entire contents of this lease. It is expressly agreed that this is the only lease between tenant and landlord and no verbal agreements of any kind shall be binding on the parties here.

40: Integration Clause. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute or otherwise. If any provisions of this lease or any part of a provision of this lease shall be invalid or unenforceable under applicable law, such provision or part of a provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease. This lease is and shall be deemed made and entered into in Champaign, Illinois upon the signing and dating by both parties.

IN WITNESS WHEREOF:

LANDLORD_____date____TENANT(s)_____date____
Michael Markstahler for
J2M2, LLC